



Commonwealth of Kentucky

MASTER AGREEMENT

IMPORTANT

Show Doc ID number on all packages, invoices and correspondence.

Doc Description: Liquid Cal Chloride - 32% Solution Districts 9, 10, and 12			
Doc ID No: MA 605 1100000472 3		Proc Folder: 1898020	
Procurement Type: Standard Goods			
Effective Date: 2010-10-01	Expiration Date: 2013-09-30	Not To Exceed Amount	
Administered By: DARRELL BURKS		Cited Authority: FAP111-35-00-G	
Telephone: 502-564-4556		Issued By: ERIN EAGAN	

Reason For Modification: Renew contract for an additional twelve months as per the terms and conditions of the contract. All parties are in agreement. Renewal contract period will be from 10/01/12 thru 09/30/13. There is one optional renewal period remaining on contract. Change Issuer to read Erin Eagan..

V E N D O R	TETRA TECHNOLOGIES INC		
	24955 INTERSTATE 45 NORTH		
	THE WOODLANDS	TX	77380
	US		

Line	CL Description	Delivery Days	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
1	Liquid Calcium Chloride - 32% Solution - KYTC District 9	0	0.00	GAL	0.81000	0.00	0.00

Extended Description

Vendor shall provide liquid calcium chloride (32%) for use in the Kentucky Transportation Cabinet's snow and ice removal program in District Nine. Vendor shall submit one bid for the price per gallon of product delivered to all delivery locations within the District. See attached listing of delivery locations.

Vendor Rep: Daryl Radley
Vendor PH: 281-364-5042
Vendor Email: dradley@tetrathec.com

Line	CL Description	Delivery Days	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
2	Liquid Calcium Chloride - 32% Solution - KYTC District 10	0	0.00	GAL	0.87000	0.00	0.00

Extended Description

Vendor shall provide liquid calcium chloride (32%) for use in the Kentucky Transportation Cabinet's snow and ice removal program in District Ten. Vendor shall submit one bid for the price per gallon of product delivered to all delivery locations within the District. See attached listing of delivery locations.

Line	CL Description	Delivery Days	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
3	Liquid Calcium Chloride - 32% Solution - KYTC District 12	0	0.00	GAL	0.81000	0.00	0.00

Extended Description

Vendor shall provide liquid calcium chloride (32%) for use in the Kentucky Transportation Cabinet's snow and ice removal program in District Twelve. Vendor shall submit one bid for the price per gallon of product delivered to all delivery locations within the District. See attached listing of delivery locations.

Total Order Amount:	0.00
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Section 1—Specifications

1.00—Specifications of Commodity and/or Service Requirements

Liquid Calcium Chloride Solution (32 %) (100 % basis):

Master Agreement for the Purchase of Liquid Calcium Chloride Solution (32 %) for use in the Kentucky Department of Highways Districts 9, 10 and 12 Snow and Ice Removal Program.

The Vendor guarantees delivery within five (5) calendar days after the receipt of a Delivery Order

Terms and Conditions:

The minimum order will be four thousand (4000) gallons per each delivery. The four thousand (4000)-gallon delivery may be divided between a maximum of four (4) Maintenance Storage Facilities within each Highway District as directed on the Transportation Delivery Order.

Delivery will be made to the designated point(s) of destination within five (5) days after the receipt of a Delivery Order. Any authorized employee of the Transportation Cabinet may place orders in writing, by fax, or by telephone. Telephone orders will be confirmed on a Delivery Order.

The Vendor will notify the Department's County Highway Maintenance Storage Facility of the delivery a minimum of twenty-four (24) hours prior to the time of the delivery. Failure to give such notice may result in the Vendor's truck having to wait availability of personnel for unloading.

Testing as delivered will not be required, but may be performed by the Department of Highways to insure uniformity of the material.

The Vendor will provide and place a Materials Identification Label on each Liquid Calcium Chloride Solution Storage Tank at each Maintenance Storage Facility in each district.

The label will contain the following information:

Warning:

First aid:

Handling:

Safety information: Health

Flammability

Reactivity

Protective equipment

Vendor/company name:

Vendor/company phone number:

Section 2—Terms and Conditions of the Master Agreement

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2.00—Scope of the Contract

The KYTC Division of Purchases issues this Master Agreement for: Liquid Calcium Chloride Solution (32 %) for use in the Kentucky Department of Highways Districts 9, 10, and 12 Snow and Ice Removal Program.

2.01—Contract Components and Order of Precedence

The Commonwealth's acceptance of the offer indicated by the issuance of an Award by the KYTC Division of Purchases shall create a valid Master Agreement consisting of the following:

1. The written Master Agreement between the Parties;
2. Any Addenda to the Solicitation;
3. Any provisions of the Solicitation and all attachments thereto;
4. The Bidder's response to the Solicitation, and
5. The Kentucky Revised Statutes KRS 45A.

In the event of an inconsistency between provisions of the solicitation, the inconsistency shall be resolved by giving precedence in the following order: (a) the Specifications; (b) other provisions of the Solicitation, whether incorporated by reference or otherwise; (c) Contract or Master Agreement Terms and Conditions; (d) FAP 110-10-00 – General Conditions and Instructions for Solicitations and Contracts.

2.02—Initial Contract Period

The Master Agreement will begin 10/1/10 and extend through 9-30-2011.

2.03—Optional Renewal Period

This Master Agreement may be extended at the completion of the initial contract period for three (3) additional one-year periods. This extension must have the written approval of the vendor and the KYTC Division of Purchases. The Commonwealth of Kentucky reserves the right to renegotiate any terms and/or conditions as may be necessary to meet requirements for the extended period. The vendor will be advised of any proposed revisions prior to the renewal periods. In the event proposed revisions cannot be agreed upon, either party shall have the right to withdraw without prejudice from either exercising the option or continuing the contract in an extended period.

2.04—Divisions/Agencies to Be Served

This contract shall be for use by the following Divisions/Agencies of the Kentucky Transportation Cabinet:

Division of Maintenance and Highway Districts 9, 10, and 12.

No shipments or services are authorized until an official Delivery Order has been fully processed by an

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authorized agency.

2.05—Quantity Basis of Contract

This Master Agreement has no guarantee of any specific quantity, and the State is obligated only to buy that quantity which is needed by its agencies.

2.06—Exception to Required Use of Contract

The establishment of this Master Agreement is not intended to preclude the use of similar products when requested by the agency. The Commonwealth of Kentucky reserves the right to acquire large requirements through other competitive processes.

2.07—Basis of Price Revisions

PRICE ADJUSTMENTS: Unless otherwise specified, the prices established by the Master Agreement shall be firm for the contract period subject to the following:

A. **Price Increases:** A price increase will not be allowed during the first six (6) months of the contract. Only one price increase will be allowed during the contract period. The price increase must be based on industry wide price changes. The contract holder must request in writing a price increase at least thirty (30) days prior to the effective date, and shall provide firm proof that the price increase(s) is justified. The KYTC Division of Purchases may request additional information or justification. If the price increase is denied, the contract holder may withdraw from the contract without prejudice upon written notice and approval by the KYTC Division of Purchases. Notice of withdrawal must be provided a minimum of forty-five (45) days prior to the effective date.

B. **Price Decreases:** The contract price shall be reduced to reflect any industry wide price decreases. The contract holder is required to furnish the KYTC Division of Purchases with notice of any price decreases as soon as such decreases are available.

C. **Extended Contract Periods:** If the contract provides for an optional renewal period, a price adjustment may be granted at the time the contract is renewed, subject to price increase justification as required "A. Price Increases". One (1) additional price increase may be granted during the extended contract period. This price increase will not be allowed during the first six (6) months of the extended contract period and will be subject to the conditions in "A" above.

2.08—Addition or Deletion of Items or Services

The KYTC Division of Purchases reserves the right to add new and similar items, with the consent of the vendor, to the contract. If an addition is agreeable to both parties, the KYTC Division of Purchases will issue a Modification. Until such time as the vendor receives a Modification, the vendor shall not accept Delivery Orders from any agency referencing such items or services.

2.09—Changes and Modifications to the Contract

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During the period of the contract, a modification shall not be permitted in any of its conditions and specifications, unless the contractor receives electronic or written approval from the KYTC Division of Purchases. If the contractor finds at any time that existing conditions make modification in requirements necessary, the contractor shall report the matter promptly to the KYTC Division of Purchases for consideration and decision. All contract modifications shall be subject to the provisions of 200 KAR 5:311.

2.10—Equipment

All equipment must be new and current model(s). The Commonwealth recognizes the rapid advancement of technology. If the vendor can provide new equipment of advanced technology after the award of the contract, the Commonwealth and the bidder may choose by mutual agreement to install such equipment. The price of the new technology equipment cannot exceed the cost of the award contract.

2.11—Basis of Shipment

All shipments shall be F.O.B. Destination to the receiving agency. The vendor shall be fully responsible for all shipments and freight charges involved to the ordering agency. The responsibility for filing freight claims lies with the vendor.

2.12—Notices

Unless otherwise instructed, all notices, consents, and other communications required and/or permitted by the Master Agreement shall be in writing.

After the Award, all programmatic communications are to be made to the Agency Contact Person listed below with a copy to the Division of Purchases.

Darrell Burks
Division of Maintenance
Kentucky Transportation Cabinet
Phone: 502-564-4556
E-mail: Darrell.Burks@ky.gov

With copy to:

Lindsay Jackson, CPPO, CPPB
Division of Purchases
Kentucky Transportation Cabinet
Phone: 502-564-4630
E-mail: Lindsay.Jackson@ky.gov

After the Award, all communications of a contractual or legal nature are to be made to the KYTC Division of Purchases.

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2.13—Deliveries

The Vendor guarantees delivery within five (5) calendar days after the receipt of a Delivery Order

The Vendor agrees to and further authorizes the Transportation Cabinet to deduct a one-percent (1%) per day penalty for each calendar day beyond the specified time of delivery after receiving a Delivery Order.

2.14—Inspection

All supplies, equipment and services shall be subject to inspection or tests by the Commonwealth prior to acceptance. In the event supplies, equipment or services are defective in material or workmanship or otherwise not in conformity with specified requirements, the Commonwealth shall have the right to reject the items or services or require acceptable correction at the vendor's expense.

2.15—Invoices

Invoices, if required, shall be prepared and transmitted to the agency receiving the goods or services. One copy shall be marked "original" unless otherwise specified. Each invoice shall contain at least the following information:

- Contract and order number
- Item numbers
- Description of supplies or services
- Sizes
- Quantities
- Unit prices
- Extended totals

2.16—Payments

A bill shall be paid within 30 working days of either the receipt of correct invoice, or receipt of goods or services in satisfactory condition. A penalty payment of one percent (1%) per month shall be added to the amount due the vendor for each full or partial month that the payment exceeds 30 working days. As an incentive for earlier payment, bidders for state contracts are encouraged to offer discounts for payments made in less than the prescribed 30 days.

2.17—Post Contract Agreements

The Master Agreement shall represent the entire agreement between the parties. Prior negotiations, representations, or agreements, either written or oral, between the parties hereto relating to the subject matter hereof shall be of no effect upon this contract. The Commonwealth shall not be required to enter into nor sign further agreements, leases, company orders or other documents to complete or initiate the terms of the contract. Any such documents so obtained will be non-binding on the State and be cause for breach of contract.

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2.18—Service Performance

All services performed under contract shall be in accordance with the terms and conditions of the contract. It will be the agency's responsibility to ensure that such services rendered are performed and are acceptable.

The relationship between the State and the Contractor is that of client and independent Contractor. No agent, employee, or servant of the Contractor or any of its subcontractors shall be or shall be deemed to be an employee, agent, or servant of the State for any reason. The Contractor will be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract.

Deviations of services performed will not be made without the written approval of the KYTC Division of Purchases. Problems that arise under any aspect of performance should first be resolved between the vendor and the agency. If such problems and/or disagreements cannot be resolved they should be referred to the KYTC Division of Purchases for mediation.

2.19—Assignment

The vendor shall not assign this Master Agreement in whole or in part to another vendor at any time during the initial or optional renewal terms of the contract, without the consent, guidance and approval of the Commonwealth. Any assignment hereunder entered into, subsequent to the execution of the contract with the prime vendor, must be annotated and approved by the Commonwealth. Any purported assignment without this consent shall be null and void.

2.20—Termination of Contracts

A contract may be terminated for default by the vendor, for the convenience of the Commonwealth, or for lack of appropriation in accordance with 200 KAR 5:312.

2.21— Endorsements

The Contractor shall not refer to the Award of Contract in commercial advertising in such a manner as to state or imply that the firm or its services are endorsed or preferred by the Commonwealth of Kentucky.

2.22—EEO ACT

The Equal Employment Opportunity Act of 1978 applies to All State government projects with an estimated value exceeding \$500,000. The Contractor shall comply with all terms and conditions of the Act, if applicable.

1) Failure to comply with the Act may result in non-award, withdrawal of award, cessation of contract payments, etc.

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2) Vendors/Contractors must submit the following documents in accordance with the requirements of the solicitation—EEO-1: Employer Information Report, Affidavit of Intent to Comply and Subcontractor Report or a copy of the Kentucky EEO Approval Letter issued by the Finance and Administration Cabinet, Office of EEO and Contract Compliance.

3) Vendors/Contractors may obtain copies of the required EEO documents from the Finance and Administration Cabinet's e-Procurement Web page under Standard Attachments and General Terms at the following address: <http://eprocurement.ky.gov/attachments.htm>.

4) Vendors/Contractors must advise each subcontractor/subvendor—with a subcontract of more than \$500,000—of the subcontractor's obligation to comply with the KY EEO Act. Further, Vendors/Contractors are responsible for compiling EEO documentation from their subcontractors/subvendors and submitting the documentation to the Finance and Administration Cabinet, Office of EEO and Contract Compliance. (Note: contracts below the second tier are exempt from EEO reporting.)

5) Failure to complete, sign and submit all required documents will delay the award process as incomplete submissions will not be processed. Further, alternate versions of the required documents will not be accepted or processed.

6) Pursuant to KRS 45.610 (2), the Finance and Administration Cabinet, Office of EEO and Contract Compliance reserves the right to request additional information and/or documentation and to conduct on-site monitoring reviews of project sites and/or business facilities at any point for the duration of any contract which exceeds \$500,000 to ascertain compliance with the Act and such rules, regulations and orders issued pursuant thereto.

7) All questions regarding EEO forms or contract compliance issues must be directed to the Finance and Administration Cabinet, Office of EEO and Contract Compliance via e-mail: Finance.ContractCompliance@ky.gov or via telephone: (502) 564-2874.

2.23—Prevailing Wage

If the federal government or any of its agencies furnishes by loans or grants any part of the funds used in constructing public works, and if the federal government or its agencies prescribe predetermined prevailing minimum wages to be paid to mechanics, workmen and laborers employed in the construction of the public works, and if KRS 337.505 to 337.550 is also applicable, those wages in each classification which are higher shall prevail.

2.24—Kentucky Sales and Use Taxes

Sales of tangible personal property or services to the State of Kentucky and its agencies are not subject to state sales or use taxes.

2.25—Extension Period

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This contract may be extended at the termination of all contract renewal periods for additional time not to exceed **90 days**. This extension must be accompanied by the written approval of the vendor and the Division of Purchases

2.26—Extending Master Agreement To Other Agencies

The Division of Purchases reserves the right, with the consent of the vendor, to offer this master agreement to other state agencies or political subdivisions who may have need for the product (s).